BRIAN FISCHER ACTING COMMISSIONER

STATE OF NEW YORK DEPARTMENT OF CORRECTIONAL SERVICES

THE HARRIMAN STATE CAMPUS - BUILDING 2
1220 WASHINGTON AVENUE
ALBANY, N.Y. 12226-2050

GAYLE HAPONIK DEPUTY COMMISSIONER ADMINISTRATIVE SERVICES

August 15, 2007

Morrison & Foerster, LLP Mr. Frank W. Krogh 2000 Pennsylvania Ave., NW Washington, D.C. 20006-1888

Re: FOIL Log No. 07-1157

Dear Mr. Krogh:

This is in response to your letter requesting records under the New York State Freedom of Information Law.

We have received your check in the amount of \$2.75 covering the fee for the enclosed material.

Sincerely

Chad Powell Administrative Assistant F.O.I.L Office

CP/dc

ENC: (11 pages)

cc: Freedom of Information

ATTACHMENT 1
Contract Extension Agreement X160812

MCI/Verizon

CONTRACT EXTENSION AGREEMENT X160812 BETWEEN NYS DEPARTMENT OF CORRECTIONS AND MCI Communications Services, Inc.

The Department of Correctional Services (NY DOCS) is extending Contract X160812 ("Contract") for the second one (1) year extension ("Contract Extension") from April 1, 2007 to March 31, 2008, per the provisions of the Contract. This Contract Extension is executed by Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc. d/b/a Verizon Business ("Verizon Business"). The Contract is hereby modified as follows:

- All inmate calls made, including those to Canada, shall be included in the blended domestic rate for inmate phone traffic under the Contract.
- Venzon Business will not have any obligation to pay any commission payments and NY DOCS will not collect any commission payments previously required under Items 2.5 and 5.1 of the Contract.
- During the Contract Extension, collect calling rates will be reduced from the existing rates under the Contract to the following;

Collect - First 6 Months of Renewal - April 1, 2007 - September 30, 2007

Surcharge	Rate Per Minute
\$1.50	\$0.08
\$1.50	\$0.08
\$1.50	\$0.08
\$1.50	\$0.08
	\$1.50 \$1.50 \$1.50

Collect ** - Last 6 Months of Renewal - October 1, 2007 - March 31, 2008

Call Type	Surcharge	Rate Per Minute
Local	\$1.28	\$0.068
IntraLATA	\$1.28	\$0.068
InterLATA	\$1.28	\$0.068
InterState	\$1.28	\$0.068

^{**} These rate(s) only apply under the following conditions: If the monthly baseline average calling volumes for April 1, 2007 through September 30, 2007 demonstrate an increased calling volume of 18% or more relative to the monthly baseline calling volumes for October 1, 2006 through March 31, 2007, the subsequent downward adjustment of rates for the period October 1, 2007 – March 31, 2008 detailed above will be implemented effective October 1, 2007. If the increase in call volume is less than 18%, the rates shall remain at \$1.50 surcharge and \$0.08 per minute for all calls.

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

Contract No. X160812

anna dia sectiona a diserra	CONTRACTOR	STATE AGENCY
• .	MCI Communications Services, Inc	Department of Corrections Services
	By Suline Herai	By Potul
	Suleinan Hessani	Brian Fischer
	Printed Name	Printed Name
	Title: VP Pricing/Contract MgnT	Title: Commissioner
	Date: 3-12-07	Date: March 19, 2007
	Contractor Certification	State Agency Certification
	"In addition to the acceptance of	"In addition to the acceptance of
	this contract, I also certify that	this contract, I also certify that
	information provided to the State agency	original copies of this signature page
	with respect to Executive Order 127 is	will be attached to all other exact
	complete, true and accurate."	copies of this contract and that the
		contractor is determined to be
•		Responsible as that term is utilized in
		Executive Order No. 127, and as
•		defined and utilized in the State
		Finance law § 163(3)(a)(ii)(4)(d) and
	Λ.	(9)(f)-"
	State of Mississippi ss.:	• •
	County of Varoo	
A COSAL	an the 12th day of Warch 2007, befo	re personally appeared
OTARY S	Person Hessani to me know who being	by me dully sworn, did depose and contract
CHATOTARY	serve that ha/sha resides at Ashuan 1/19 the	at there he/she is the 1/00c/she I of Month
- 'AT EN''	The formeration described berein which executed	at there he/she is the <u>VPYricinal</u> of Mamx.
My Commission 25, 2011	to me know, who being to me know, who being that he/she resides at Asburn, V/A, the corporation described herein which executed hereis signed his/her name thereto by order of the	a board of divertors of said
Janon,	TIMESTO DISTINCT THE WAY AND THE CONTRACT OF MI	e board of directors of said
PUBLIC.	conforation. Heigh and Cox	
Sold of the state	ATTORNEY GENERAL	STATE COMPTROLLER
	APPROVED AS TO FORM	CAN 1115 Ediyori
	NYS ATTORNEY GENERAL	- Aller I's Crooper
		Title. Dec. 11 22 00
•	Title: Date: MAR 2 9 2007	Title:Date: 4 23 0 1
	LORPAINE 1. Rens	

New York State Department of Correctional Services AGREEMENT FOR ASSIGNMENT AND ASSUMPTION OF CONTRACT NO. X160812

Inmate Call Home Telephone Services

THIS AGREEMENT made as of this 20th day of June, 2007 by and between the State of New York, acting by and through its Commissioner of Correctional Services with offices located at 1220 Washington Avenue, Albany, NY 12226 and MCI Communications Services, Inc., ("MCI" or "ASSIGNOR") signatory to and ASSIGNOR of the ORIGINAL AGREEMENT dated April 1, 2003 to March 31, 2006 and extended at first April 1, 2006 to March 31, 2007 and for the second time April 1, 2007 to March 31, 2008, attached hereto as Exhibit "A" and Global Tel*Link Corporation with offices located at 2609 Cameron Street, Mobile, AL, 36607-3104, hereinafter referred to as the "CONTRACTOR" or "ASSIGNEE/ASSUMPTOR."

WITNESSETH:

WHEREAS the CONTRACTOR will acquire, pursuant to an asset purchase agreement, dated as of November 7, 2006, certain of the assets of the ASSIGNOR, including the subject ORIGINAL AGREEMENT (the "Transaction"):

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

I. CONTRACTOR SERVICES

The parties hereto agree that the CONTRACTOR will, upon the consummation of the Transaction, perform all of the services and comply with all of the requirements set forth in the ORIGINAL AGREEMENT upon approval of this AGREEMENT for the assignment and assumption of contract X160812 by the State Comptroller for a total compensation not to exceed those amounts stated in the ORIGINAL AGREEMENT.

II. TRANSFER OF LIABILITY

The parties hereto agree that the CONTRACTOR will, upon the consummation of the Transaction, assume all responsibilities with regard to performance of the contract, professional liability and the furnishing of proof of insurance thereof, provided that the ASSIGNOR shall remain fully liable for liabilities incurred or accrued, or breaches of the ORIGINAL AGREEMENT, and its extensions, committed by it prior to the consummation of the Transaction.

- III. EFFECTIVE DATE The assignment and assumption under this Agreement shall be effective, for all purposes, upon the consummation of the Transaction, which shall be communicated immediately upon its occurrence in writing to the State of New York.
- IV. This AGREEMENT shall become binding if approved by the Attorney General and the Comptroller of the State of New York.
- V. "Appendix A Standard State Clauses for New York State Contracts" is attached hereto as Exhibit "B" as part of this contract.
- VI. Representation of Assignor and Assignee/Assumptor "Customer of Record" status of all non-inmate phone circuits and services, including circuit identifications to be hereafter identified in writing by DOCS shall be transferred at no cost or charge to the State of New York, either to DOCS or at DOCS' direction, to another department, agency or office of the State of New York at the conclusion of the contract term or at the conclusion of the "phase-out period" identified in the contract, whichever occurs last in time.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed on the day and year first above written.

	MCI Commu	nications 8	services, inc.		•
	Ву:				•
	Title:				
	1100.				
STATE OF)			
COUNTY OF)	S	S.	
On this _	day of , to me known, w	, 2007 b tho being sv	efore me pers worn, did depo	onally came se and say th	ne (s)he is the
	of MCI Communications S	ervices, Inc	., the corporat	ion described	l in, and which
	reement, and that it was so his/her name thereto by lik		by the authority	y of such corp	poration, and
	•	• • • • • • • • • • • • • • • • • • •	Notary Pu	blic	
	Glob	al T el*Link	Corp.		
		$\langle \rangle$			
	By: Title: EW	Admi	nistration	-	
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STATE OF	flationa	}			•
COUNTY OF 1	Y obile)	SS.		
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Name 1	, to me known who being		,	·	
PVF Hammetor	of Global Tel*Link Co	orporation, t	the corporation	n described ir	, and which
Title executed this agree	ement, and that it was so e	executed by	the authority	of such corpo	ration, and
that (s)he signed hi	s/her name thereto by like	order. Bue	ely-4	herwork	_
	•	Bi	Notary Public Notary Public	_	,
		My Commi	Alabama State At Large ssion Expires Oct	ober 25, 2009	

New York State Department of Correctional Services Consents to the Assignment and Assumption of Contract X160812 Ву: Commissioner APPROVED:

For the Attorney General

APPROVED AS TO FORM NYS ATTORNEY GENERAL

JUN 26 2007

For the State Comptroller

CONTRACT BETWEEN

THE DEPARTMENT OF CORRECTIONS

AND

SECURUS TECHNOLOGIES, INC., THROUGH ITS WHOLLY OWNED SUBSIDIARY, T-NETIX TELECOMMUNICATIONS SERVICES, INC.

This Contract is between the Florida Department of Corrections ("Department") and SECURUS Technologies, Inc., through its wholly owned subsidiary, T-Netix Telecommunications Services, Inc. ("Contractor") which are the parties hereto.

WITNESSETH

Whereas, the Department is responsible for the inmates and for the operation of, and supervisory and protective care, custody and control of, all buildings, grounds, property and matters connected with the correctional system in accordance with Section 945.04, Florida Statutes;

Whereas, the Contractor is a qualified and willing participant with the Department to provide statewide inmate telephone services;

Whereas, this Contract is Revenue Generating and is not a purchase as contemplated by Chapter 287, Florida Statutes;

Whereas, although not required to be procured through a competitive solicitation, this contract resulted from the Department's issuance of ITN #06-DC-7695.

Therefore, in consideration of the mutual benefits to be derived hereby, the Department and the Contractor do hereby agree as follows:

I. CONTRACT TERM AND RENEWAL

A. <u>Contract Term</u>

This Contract shall begin on the date on which it is signed by both parties, and shall end at midnight five (5) years from the date of execution. In the event this Contract is signed by the parties on different dates, the latter date shall control.

This Contract is in its initial term.

B. Contract Renewal

The Department has the option to renew this Contract for one additional five (5) year period after the initial Contract period upon the same terms and conditions contained herein and at the renewal prices indicated in Section III, Compensation. Exercise of the renewal option is at the Department's sole discretion and shall be conditioned, at a minimum, on the Contractor's performance of this Contract and subject to the availability of funds. The Department, if it desires to exercise its renewal option, will provide written notice to the Contractor no later than thirty (30) days prior to the Contract expiration date. The renewal term shall be considered separate and shall require exercise of the renewal option should the Department choose to renew this Contract.

II. SCOPE OF SERVICE

A. Services to be Provided

The Contractor shall provide a fully operational, local and long distance, secure and reliable statewide Inmate Telephone Service (ITS). The Contractor-provided ITS system shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet the Department's requirements set forth in Section III, Scope of Service of ITN #06-DC-7695, which is incorporated by reference herein, as if fully stated. Emessaging services are also required to be provided by the Contractor.

B. Rules and Regulations

- 1. The Contractor shall adhere to any and all municipal, state or federal requirements for ITS installation, certification, training or registration during the life of the Contract. Failure to comply with present and future municipal, state or federal requirements will result in termination of the contract with the Contractor and the payment by Contractor of any application fees, penalties, fines or other costs or monetary payment assessed against or incurred by the Department for violation of such requirements.
- 2. The Contractor shall be responsible for compliance with all regulatory requirements imposed by local, state and federal regulatory agencies for all ITS and related services provided throughout the duration of the Contract.
- 3. The Contractor shall be responsible for making all ITS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the Department and within a time frame agreed to by the Department's Local Contract Coordinator Operations, to ensure proper use of the ITS by inmates and Department personnel.
- 4. The Contractor shall keep all call processing and call rating information current by reporting all changes to the Contract Manager. This information shall include, but not be limited to, local exchanges, area codes, country codes, vertical & horizontal coordinates and any other information necessary to accurately process and rate calls.
- 5. The Contractor shall be responsible for complying with and updating the ITS for any regulatory changes and requirements during the life of the Contract. These regulatory changes include federal, state or local municipal modifications. These changes shall be made within a time frame agreed to by the Department's Local Contract Coordinator Operations and at no cost to the Department.
- 6. The Contractor shall ensure that the ITS provides telephone reception quality meeting all industry standards for service quality as defined by the Florida Public Service Commission ("FPSC") and by the Federal Communications Commission ("FCC"). The Contractor shall accept the Department's decision regarding determination of quality.
- 7. The Contractor shall ensure that all of its work and materials comply with all local, county, state and federal laws, rules, ordinances and regulations as well as with any directive provided by inspectors appointed by proper authorities having jurisdiction at each Department facility. Should violation of codes, laws, or statutes, or ordinances

affirmative obligation to assist in the smooth transition of Contract services to the subsequent Contractor, including the provision of documents and information not otherwise protected from disclosure by law.

III. COMPENSATION

A. Payments and Invoices

The Department established a fixed "to connect" surcharge for service delivery of its ITS. The "to-connect" surcharge established by the Department shall be utilized by the Contractor for local, local extended area calls, and for all calls on the North American Dialing Plan, including interlata, intralata, and interstate calls. There shall be no additional rate per minute charges allowed for local coin and local extended area calls.

COLLECT CALL SURCHARGE:

The Contractor shall provide inmate telephone COLLECT CALL service at the following surcharges and rates:

TYPE OF CALL	"TO CONNECT" SURCHARGE	RATE PER MINUTE
Local Coin	\$.50	\$0.00
Local Extended Area	\$.50	\$0.00
Inter-lata	\$1.20	\$0.04
Intra-lata	\$1.20	\$0.04
Interstate	\$1.20	\$0.04

PREPAID CALL SURCHARGE:

The Contractor shall provide inmate telephone PREPAID CALL service at the following surcharges and rates:

TYPE OF CALL	"TO CONNECT" SURCHARGE	RATE PER MINUTE
Local Coin	\$.50	\$0.00
Local Extended Area	\$.50	\$0.00
Inter-lata	\$1.02	\$0.04
Intra-lata	\$1.02	\$0.04
Interstate	\$1.02	\$0.04

INTERNATIONAL CALL SURCHARGE AND RATES PER MINUTE:

Surcharge and Rates per Minute for International Calls (Collect and Prepaid) shall not exceed the maximum rate allowed by the appropriate regulatory authority during the time the call is placed.

Charges for calls shall include only the time from the point at which the called party accepts the call and shall end when either party returns to an on-hook condition or until either party attempts a hook flash. There shall be no charges to the called party for any setup time for either collect or prepaid calls.

There shall be no additional fees, surcharges, or other types of costs associated with collect or prepaid calls or for establishing prepaid accounts billed to either the Department or families and friends of inmates establishing prepaid accounts.

In addition, the Contractor shall not charge, pass on, or pass through to the customer paying for collect or prepaid calls any charges referred to as Local Exchange Carrier's (LEC's) or Competitive Local Exchange Carrier's (CLEC's) billing costs, or any bill rendering fee or billing recovery fee. The Contractor shall also ensure that LEC's and CLEC's do not charge or pass on to the customer any additional fee or surcharges for billing. The Contractor shall be responsible for any such LEC or CLEC surcharges incurred if billing through the LEC or CLEC.

The Contractor shall pay to the Department each month a thirty-five percent (35%) commission of gross revenues received from this Contract. The Contractor shall be responsible for collections and fraud, and shall not make any deductions from gross revenue for uncollectible accounts, billing fees or other administrative costs prior to applying the commission percentage. Notwithstanding the above, gross revenues shall not include taxes charged by an appropriate governmental entity. The monthly commission amount is therefore obtained by multiplying the commission percentage times each month's total charges. Commission and Call Detail reports will be required with the monthly commission payment.

1. Guaranteed Commission/Monthly Payment to the Department

The Contractor shall pay the Department a monthly thirty-five percent (35%) commission based on the gross revenue. The Department will begin to receive payment for a facility on the date the Contractor assumes responsibility for the operation of that facility's inmate telephone service in accordance with the Final Transition and Implementation Plan.

2. Monthly Payment Submission

The Contractor shall remit the total monthly payment broken down into two (2) submittals: one (1) submittal shall be comprised of the total monthly commission due to the Department for recouping of the Department's operating costs (amount to be determined by Department within twenty (20) days of execution of contract) and a second submittal consisting of the remaining amount of the monthly commission due to the Department. Payment of the monthly amount shall be tendered to the Department by Electronic Funds Transfer (EFT) to a specified Department account within thirty (30) days after the final day of the Contractor's regular monthly billing cycle.

3. Commission and Call Detail Report/Supporting Documentation for Monthly Payment

The Contractor shall submit to the Department, as supporting detail for the monthly payment of commission, a Commission and Call Detail Report in detail sufficient to allow the Department to recalculate gross revenue and validate the accuracy of the Department's commission and for a proper pre-audit and post-audit thereof. The Contractor shall submit the Commission and Call Detail Report with supporting documentation to the Local Contract Coordinator - Accounting:

Michael Deariso, CPA Bureau of Finance and Accounting Based upon Contractor performance after the initial year of the Contract, the Department may, at the Department's sole discretion, reduce the amount of the bond for any single year of the Contract or for the remaining contract period, including the renewal.

EE. <u>Convicted Felons Certification</u>

No personnel assigned to this Contract may be a convicted felon or have relatives either confined by or under supervision of the Department.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract and any attachments or exhibits if included, ITN # 06-DC-7695 and the Contractor's response to the ITN, contain all the terms and conditions agreed upon by the parties. In the event of any conflict in language among these documents, this Contract will govern.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

SECURUS TECHNOLOGIES, INC. through its wholly owned subsidiary, T-NEXTIX Telecommunications Services, Inc.

SIGNED BY:	D. Theinkeld		
NAME:	Dennis J. Reinhald		
TITLE:	V.P. / General Counsel and	1 Secret nd	7
DATE:	9/24/07		
FEID#:	Securus: 20-0722940 T-Netia: 75-2212916		
DEPARTM	ENT OF CORRECTIONS / /		
SIGNED BY:	for 2 M 8//	SIGNED BY:	It flevil
NAME:	James R. McDonough	NAME: fr	Kathleen Von Hoene
	Secretary Department of Corrections	TITLE:	General Counsel Department of Corrections
DATE: _	2T Goot	DATE:	9/25/07

Account Number

Detailed Statement of Charges

For Global Tel*Link Billing Questions, Call 1 877 650-4249

Miscellaneous Charges and Credits Service Provider - GLOBAL TEL*LINK Date 1. 04/16 Single Bill Fee 2. 04/16 Federal Universal Service Fund Fee 3. 04/16 Carrier Assessed - Administrative Fee Total Miscellaneous Charges and Credits	Amount 1 50 2 25 49 4 . 24
Itemized Calls	<u>Amount</u>
Service Provider - GLOBAL TEL*LINK Collect Calls	
Date Called From Number Rate* Time Min. 4. 04/13 JACKSON MS 601 664-7288 GES 9:04PM 20 Total Collect Calls	19.25 19.25
Total Itemized Calls	19.25
Taxes 5. LA - State/Local Tax	<u>Amount</u> . 42
Total Taxes	. 42
Total Global Tel*Link Current Charges	23.91

* Rate and Tax Codes - Page 9
This portion of your bill is provided as a service to Global Tel*Link.